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Foreign Service (FS)

Agreement Between the Treasury Board and the Professional Association of Foreign Service Officers

Group: Foreign Service (All Employees)

Expiry date: 2018-06-30

Canada

THE PROFESSIONAL ASSOCIATION OF FOREIGN SERVICE OFFICERS
L'ASSOCIATION PROFESSIONNELLE DES AGENTS DU SERVICE EXTÉRIEUR

This agreement covers the following classifications:

Code	Group
312	Foreign Service (FS)

Treasury Board of Canada Secretariat
Compensation and Labour Relations
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represented by the President of the Treasury Board, 2018

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Table of contents

Part I: general **1**

Article 1: preamble 2

**Article 2: interpretation and definitions 2

Part II: staff relations matters **5**

Article 3: recognition 6

**Article 4: check-off 6

Article 5: provision of communication facilities 7

**Article 6: information 8

**Article 7: joint consultation 8

**Article 8: suspension and discipline 8

Article 9: employee performance reviews 9

Article 10: grievance procedure 10

Article 11: outside Employer 16

Part III: working conditions **17**

**Article 12: hours of work 18

Article 13: variable hours of work 18

**Article 14: overtime 19

Article 15: call-back pay 22

Article 16: standby 23

Article 17: designated paid holidays 24

Article 18: travelling time 26

Article 19: part-time employees 28

**Article 20: severance pay 30

Part IV: leave **32**

Article 21: leave general 33

**Article 22: vacation leave 34

Article 23: sick leave with pay 37

Article 24: injury-on-duty leave with pay 38

**Article 25: maternity leave without pay 39
**Article 26: parental leave without pay 43
**Article 27: leave without pay for the care of immediate family 47
**Article 28: leave with pay for family related responsibilities 48
Article 29: leave without pay for personal needs 49
Article 30: leave without pay for relocation of spouse 49
**Article 31: bereavement leave with pay 49
Article 32: court leave with pay 50
Article 33: personnel selection leave with pay 51
Article 34: education leave 51
Article 35: attendance at conferences and conventions 51
Article 36: professional development 52
Article 37: examination leave 53
**Article 38: volunteer leave 53
**Article 39: leave with or without pay for other reasons 53

Part V: other terms and conditions of employment 55

**Article 40: Foreign Service Directives and National Joint Council agreements 56
**Article 41: no discrimination 56
Article 42: sexual harassment 57
Article 43: registration fees 57
Article 44: job security 57
Article 45: labour disputes 57

Part VI: pay and duration 58

Article 46: pay administration 59
Article 47: agreement re-opener 60
**Article 48: term of agreement 60
Article 49: religious observance 61
Article 50: medical appointment for pregnant employees 61
Article 51: maternity related reassignment or leave 61

****Appendix "A"** **64**

Foreign Service Group (in dollars) 64

****Appendix "B"** **67**

Archived Provisions for the Elimination of Severance Pay for Voluntary Separation (Resignation and Retirement) 67

****Appendix "C"** **71**

Memorandum of agreement on supporting employee wellness 71

Part I: general

Article 1: preamble

1.01 The parties to this agreement share a desire to improve the quality of the career foreign service within the public service of Canada, to maintain and enhance the professional standards of Foreign Service officers to the end that the people and Government of Canada will be well and effectively served in the furtherance of Canada's national interests in Canada and abroad. Accordingly, they are determined to establish within the framework provided by law an effective working relationship.

1.02 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Association and the career foreign service employees it represents, and to set forth certain terms and conditions of employment relating to remuneration, employee benefits and general working conditions affecting employees covered by this agreement.

1.03 The Employer will retain all the functions, rights, powers and authority not specifically abridged or modified by this agreement.

1.04 Nothing in this agreement shall be construed as an abridgement or restriction of any employee's constitutional rights or of any right expressly conferred in an act of the Parliament of Canada.

Article 2: interpretation and definitions

2.01 For the purpose of this agreement:

"Association" means the Professional Association of Foreign Service Officers (Association),

"bargaining agent" means the Professional Association of Foreign Service Officers (agent négociateur),

"bargaining unit" means the employees of the Employer in the Foreign Service Group as described in the certificate issued by the Public Service Staff Relations Board on March 11, 1968, as amended on May 10, 1999 (unité de négociation),

"common-law partner" refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year (conjoint de fait),

"continuous employment" has the same meaning as specified in the Directive on Terms and Conditions of Employment on the date of signing of this agreement (emploi continu),

"daily rate of pay" means an employee's weekly rate of pay divided by five (5) (taux de rémunération journalier),

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"day of rest" in relation to an employee means a day, other than a designated pay holiday, on which that employee is not ordinarily required to perform the duties of the employee's position other than by reason of the employee being on leave (jour de repos),

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"designated paid holiday" means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this agreement (jour férié désigné payé),

"double time" means twice (2) the straight-time hourly rate (tarif double),

"employee" means a person who is a member of the bargaining unit (fonctionnaire),

"Employer" means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board (Employeur),

"hourly rate of pay" means an employee's daily rate of pay divided by seven decimal five (7.5) (taux de rémunération horaire),

overtime" (heures supplémentaires) means:

(a) in the case of a full-time employee, authorized work performed in excess of the employee's daily or weekly hours of work prescribed in this collective agreement, or

(b) in the case of a part-time employee, authorized work performed in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week but does not include time worked on a holiday, or

(c) for any employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day, authorized work performed in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) hours per week,

"part-time employee" means an employee whose normal scheduled hours of work on average are less than thirty-seven decimal five (37.5) hours per week, but not less than those prescribed in the Public Service Labour Relations Act (fonctionnaire à temps partiel),

"spouse" will, when required, be interpreted to include "common-law partner" except, for the purposes of the Foreign Service Directives, in which case the definition of "spouse" will remain as specified in Directive 2 of the Foreign Service Directives (époux),

"time and one-half" means one and one-half (1 1/2) times the straight-time (tarif et demi),

"weekly rate of pay" means an employee's annual rate of pay divided by fifty-two decimal one seven six (52.176) (taux de rémunération hebdomadaire).

2.02 Except as otherwise provided in this agreement, expressions used in this agreement:

(a) if defined in the Public Service Labour Relations Act, have the same meaning as given to them in the Public Service Labour Relations Act,
and

(b) if defined in the Interpretation Act, but not defined in the Public Service Labour Relations Act, have the same meaning as given to them in the Interpretation Act.

2.03 The parties to this agreement share a desire to eliminate sexual stereotyping from all government communications and, to this end, have agreed to give equal importance to both sexes in alternating the use of the feminine and masculine genders in the wording of this agreement. Therefore, unless otherwise indicated by the context, what is formulated in the feminine gender includes the masculine and vice versa.

2.04 The English and French texts of this agreement are equally authentic.

Part II: staff relations matters

Article 3: recognition

3.01 The Employer recognizes the Professional Association of Foreign Service Officers as the exclusive bargaining agent for all employees described in the certificate issued by the former Public Service Staff Relations Board on May 10, 1999, covering employees in the Foreign Service Group.

Article 4: check-off

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4.01 The Employer will, as a condition of employment, deduct an amount equal to the membership dues from the monthly pay of all employees in the bargaining unit.

4.02 The Association shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 4.01. The Association shall give at least three (3) months' advance notice to the Employer of any amendment to the amount of the authorized monthly deduction.

4.03

(a) For new employees to the bargaining unit, the provisions of clause 4.01 will commence the first (1st) full month of employment to the extent that earnings are available.

(b) Where any employee does not have sufficient earnings in respect of any month to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.

4.04 An employee, who satisfies the Employer to the extent that she declares in an affidavit that she is a member of a religious organization whose doctrine prevents her as a matter of conscience from making financial contributions to an employee organization and that she will make contributions to a charitable organization registered pursuant to the Income Tax Act, equal to dues, shall not be subject to this article, provided that the affidavit submitted by her is countersigned by an official representative of the religious organization involved.

4.05 The amounts deducted in accordance with clause 4.01 shall be remitted to the Association by cheque within a reasonable period of time after deductions are made and shall be accompanied by the name and pay number of each employee and the amount of the deductions made on the employee's behalf.

4.06 The Employer shall provide a monthly revocable check-off of premiums payable on insurance plans, provided by the Association for its members in the bargaining unit, on the basis of presentation of appropriate documentation, provided that the amounts so deducted are combined with membership dues in a single monthly deduction. The Employer will not be required to inform an employee when her insurance plan coverage is affected because of lack of sufficient earnings to cover deductions or because of her transfer out of or into the bargaining unit.

4.07 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer.

Article 5: provision of communication facilities

5.01 The communication facilities of the Employer are for the delivery of government programs. Nevertheless, in the situations circumscribed by clauses 5.03 and 5.04 and subject to operational requirements, the Employer agrees to cooperate in providing certain facilities for communications between the Association and the employees on foreign assignment.

5.02 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.

5.03 Foreign Affairs Mail Distribution Service

Notwithstanding any restrictions on use of government mail facilities, the departmental internal mail facilities may be used for communications between the Association and the employees on foreign assignment, in conformity with applicable Employer policies as amended from time to time.

5.04 Departmental electronic mail systems

(a) The departments shall allow the Association to use the departmental electronic network to distribute information to the members of the Association pursuant to subparagraphs 5.04(i), (ii) and (iii);

- (i) The Association shall endeavour to avoid requests for distributing information, which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Distribution of information shall require the prior approval of the department.
- (ii) The Association shall provide to the authorized representative a paper and electronic (ready for transmission) copy of the documents it wants to distribute.
- (iii) Such approval shall be requested from the authorized representative or his or her delegate at the national level; it shall not be unreasonably withheld.
- (iv) The departments will endeavour to transmit the approved information via its electronic network within three working days (not counting Saturdays, Sundays and designated paid holidays). The person responsible for the approval will ensure the distribution of the information.

(b) The departments will ensure a hyperlink to the Association's website from its intranet through the Association.

5.05 Bulletin boards

Reasonable space on bulletin boards, in convenient locations, including electronic bulletin boards where available, will be made available to the Association for the posting of official

Association notices. The Association shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Association, including the names of Association representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

Article 6: information

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6.01 The Employer agrees to supply the Association each month with the following information pertaining to all employees in the Foreign Service bargaining unit, including those who enter or leave the bargaining unit: surname, first initial, gender, geographic location, classification level, department, employee type, activity code and status.

6.02 The Employer agrees to provide each employee with a copy of this agreement. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to the collective agreement. Where electronic access to the agreement is unavailable or impractical, or upon request, the employee shall be supplied with a printed copy of the agreement.

Article 7: joint consultation

7.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.

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7.02 The subjects for joint consultation shall include career development and may include professional responsibilities and standards and workloads.

7.03 Without limiting the manner in which the parties agree to consult, the Department of Foreign Affairs and International Trade and the Department of Citizenship and Immigration undertake to maintain a consultation process with the Association in accordance with terms of reference which are mutually agreed upon.

Article 8: suspension and discipline

8.01 An employee who is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning her or to render a disciplinary decision concerning her, shall:

(a) where practicable, receive in writing a minimum of two (2) days' notice of such a meeting, as well as its purpose,
and

(b) at her request, have a representative of the Association attend the meeting, when the representative is readily available.

8.02 When an employee is suspended from duty, demoted, or terminated in accordance with paragraph 12(l)(c), (d) or (e) of the Financial Administration Act, the Employer undertakes to notify her in writing of the reason for such suspension, demotion or termination. The Employer shall endeavour to give such notification at the time of suspension, demotion or termination.

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8.03 The Employer shall notify the Executive Director of the Association that a suspension, demotion or termination has occurred.

8.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which she was not aware at the time of filing or within a reasonable period thereafter.

8.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay of three (3) months or more.

8.06 Subject to the Access to Information and Privacy Act, the Employer shall provide the employee access to the information used during the disciplinary investigation.

Article 9: employee performance reviews

9.01 For the purpose of this article,

(a) a formal assessment and/or appraisal of an employee's performance means a written assessment and/or appraisal by the supervisor of how well the employee has performed the employee's assigned tasks during a specified period in the past;
(b) formal assessment and/or appraisals of employee performance shall be recorded in a form prescribed by the Employer for this purpose.

9.02 Prior to an employee performance review, the following shall be made available to the employee:

(a) the evaluation form which will be used for the review;
(b) any written document which provides instructions to the person conducting the review;
(c) if, during the employee performance review, either the form or instructions have changed they shall be given to the employee.

9.03

(a) At the beginning of an employee's assignment and annually thereafter, the manager in consultation with the employee, will establish the employee's objectives for the year.

(b) If during an employee's assignment a concern arises with respect to the employee's performance, the Employer will bring those concerns to the attention of the employee in a timely manner. Except in cases of adverse impact on Canadians' interests abroad, the employee shall be given a reasonable opportunity to bring the performance up to the performance standard.

9.04

(a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on the assessment form shall be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

The employee shall be provided with a copy of the assessment at the time that the assessment is signed by the employee.

(b) The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

(c) When an employee disagrees with the assessment and/or the appraisal of his work, he shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal. An employee has the right to make written comments to be attached to the performance review form.

9.05 Upon written request of an employee, the personnel file of that employee shall be made available once per year for the employee's examination in the presence of an authorized representative of the Employer.

Article 10: grievance procedure

10.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15 of the NJC By-Laws.

10.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When the parties in writing avail themselves of an informal conflict management system established pursuant to section 207 of the PSLRA, the time limits prescribed in this grievance procedure are suspended until either party gives the other notice in writing to the contrary.

10.03 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon his/her grievance or refrain from exercising his/her right to present a grievance as provided in this agreement.

Individual grievances

10.04 Subject to subsections 10.05 to 10.10 and as provided in section 208 of the Public Service Labour Relations Act, a grievor who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance related to:

(a) the interpretation or application, in respect of the employee, of

(i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment, or

(ii) a provision of a collective agreement or an arbitral award;

or

(b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.

10.05 An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any act of Parliament, other than the Canadian Human Rights Act.

10.06 Despite clause 10.05, an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.

10.07 An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the bargaining agent for the bargaining unit to which the collective agreement or arbitral award applies.

10.08 An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the Employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this article.

10.09 An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

10.10 For the purposes of clause 10.09, an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

10.11 Except as otherwise provided in this agreement a grievance shall be processed by recourse to the following levels:

(a) Level 1: that level of management authorized to respond to grievances at Level 1 (all departments);
(b) Levels 2 and 3: intermediate level(s) where such level or levels are established in departments or agencies (all departments except Foreign Affairs and International Trade);
(c) final level: Deputy Head or his/her authorized representative (all departments).

10.12 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(1)(c), (d) or (e) of the Financial Administration Act, the grievance procedure set forth in this agreement shall apply except that the grievance shall be presented at the final level only.

10.13 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Association.

Clauses 10.14 to 10.29 apply only to individual and group grievances

10.14 A grievor who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor or local officer-in-charge who shall forthwith:

(a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,
and
(b) provide the grievor with a receipt stating the date on which the grievance was received by him/her.

10.15 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the department or agency concerned.

Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his/her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

10.16 A grievance shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.

10.17 A grievor may be assisted and/or represented by the Association when presenting a grievance at any level.

10.18 The Association shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the deputy head, the deputy head shall render the decision.

10.19 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 10.13, not later than the twenty-fifth (25th) day after the date on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to grievance.

10.20 The Employer shall normally reply to a grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the grievor, he/she may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him in writing.

10.21 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the grievor may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

10.22 The Employer shall normally reply to a grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.

10.23 Where a grievor has been represented by the Association in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Association with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the grievor.

10.24 The decision given by the Employer at the final level in the grievance procedure shall be final and binding upon the grievor unless the grievance is a class of grievance that may be referred to adjudication.

10.25 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

10.26 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate, the Association representative.

10.27 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the Employer and the grievor, and, where applicable, the Association.

10.28 A grievor may abandon a grievance by written notice to his/her immediate supervisor or officer-in-charge.

10.29 When a grievor fails to present a grievance to the next higher level within the prescribed time limits he/she will be deemed to have abandoned the grievance, unless he/she was unable to comply with the prescribed time limits due to circumstances beyond his/her control.

Reference to adjudication: individual grievances

10.30 Where a grievor has presented a grievance up to and including the final level in the grievance procedure with respect to:

(a) the interpretation or application in respect of the grievor of a provision of this agreement or a related arbitral award,
or
(b) disciplinary action resulting in suspension or a financial penalty,
or
(c) termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the Financial Administration Act,

and his/her grievance has not been dealt with to his/her satisfaction, he/she may refer the grievance to adjudication in accordance with the provisions of the Public Service Labour Relations Act and Regulations.

10.31 Where a grievance that may be presented by a grievor to adjudication is a grievance relating to the interpretation or application in respect of him of a provision of this agreement or an arbitral award, he is not entitled to refer the grievance to adjudication unless the Association signifies in the prescribed manner:

(a) its approval of the reference of the grievance to adjudication,
and
(b) its willingness to represent the grievor in the adjudication proceedings.

Group grievances

10.32 Subject to and as provided in section 215 of the Public Service Labour Relations Act and clauses 10.14 to 10.29 of this collective agreement, the Association may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

10.33 Presentation of group grievance

(1) The bargaining agent for a bargaining unit may present to the Employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.

(2) In order to present the grievance, the bargaining agent must first obtain the consent of each of the employees concerned in the form provided for by the regulations. The consent of an employee is valid only in respect of the particular group grievance for which it is obtained.

(3) The group grievance must relate to employees in a single portion of the federal public administration.

(4) A bargaining agent may not present a group grievance in respect of which an administrative procedure for redress is provided under any act of Parliament, other than the Canadian Human Rights Act.

(5) Notwithstanding subsection (4), a bargaining agent may not present a group grievance in respect of the right to equal pay for work of equal value.

(6) If an employee has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the Employer, the bargaining agent may not include that employee as one on whose behalf it presents a group grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance under this article.

(7) A bargaining agent may not present a group grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

(8) For the purposes of subsection (7), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

10.34 Opting out of a group grievance

(1) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Association that the employee no longer wishes to be involved in the group grievance.

(2) After receiving the notice, the Association may not pursue the grievance in respect of the employee.

10.35 Reference to adjudication

(1) The bargaining agent may refer to adjudication any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.

(2) When a group grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the Canadian Human Rights Act, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.

(3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

Policy grievances

10.36 Subject to and as provided in section 220 of the Public Service Labour Relations Act, the Employer and the Association may present a grievance to the Association or the Employer, as the case may be, authorized to deal with the grievance. The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received by him.

10.37 There shall be no more than one (1) level in the grievance procedure.

10.38 The Employer and the Association shall designate a representative and shall notify each other of the title of the person so designated.

10.39 The Employer and the Association may present a grievance in the manner prescribed in clause 10.36, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

10.40 The Employer and the Association shall normally reply to the grievance within sixty (60) days when the grievance is presented.

10.41 The Employer or the Association, as the case may be, may by written notice to the officer-in-charge withdraw a grievance.

10.42 Reference to adjudication

A party that presents a policy grievance may refer it to adjudication, in accordance with sections 221 and 222 of the Public Service Labour Relations Act.

Article 11: outside Employer

11.01 Where, at the request of the Employer, an employee performs duties outside the public service the performance of which is not under the direction or control of the Employer the provisions of this agreement, except for article 20 (severance pay), do not apply to her. Where the employment of such employee is terminated, her severance pay entitlement under article 20 shall be reduced by the amount of any severance pay she receives from any Employer outside the public service under whose direction and control she was performing her duties.

Part III: working conditions

Article 12: hours of work

12.01 Normal workweek

(a) The normal workweek shall be thirty-seven decimal five (37.5) hours from Monday to Friday inclusive, and the normal workday shall be seven decimal five (7.5) hours, exclusive of a lunch period, between the hours of 7 am and 6 pm.

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(b) Subject to operational requirements, an employee shall have the right to select and request flexible hours between 6 am and 6 pm and such request shall not be unreasonably denied.

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(c) When the normal workday and/or week at missions abroad are other than those provided in paragraph (a) the Employer will provide a list of these missions to the Association. Such list may be amended by mutual consent.

12.02 Compressed workweek

(a) Notwithstanding the provisions of clause 12.01, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period other than five (5) full days, provided that over a period of twenty-eight (28) calendar days, he works an average of thirty-seven decimal five (37.5) hours per week.

(b) In every twenty-eight (28) day period, such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him.

(c) The implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

(d) As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

Article 13: variable hours of work

13.01 Employer and the Association agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to clause 12.02. This agreement is modified by these provisions to the extent specified herein.

13.02 It is agreed that the implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

13.03 General terms

(a) The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the normal workday hours specified by this agreement; starting and finishing times shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

(b) Such schedules shall provide an average of thirty-seven decimal five (37.5) hours and an average of five (5) working days per week over the life of the schedule.

(c) Such schedules shall provide an average of two (2) days of rest per week over the life of the schedule. A minimum of two (2) consecutive calendar days of rest must be provided at any one time, except when days of rest are separated by a designated paid holiday which is not worked.

13.04 Specific application of this agreement

For greater certainty, the following provisions of this agreement shall be administered as provided herein:

Interpretation and definitions

"**Daily rate of pay**" shall not apply.

Travel

Overtime compensation referred to in clause 18.04 of this agreement shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

Designated paid holidays

(a) A designated paid holiday shall account for the normal daily hours specified by this agreement.

(b) When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the normal daily hours' pay specified by this agreement, time and one-half (1 1/2) for each completed period of fifteen (15) minutes worked by her.

Acting pay

The qualifying period for acting pay as specified in clause 46.04 shall be converted to hours.

Article 14: overtime

14.01 Exclusion

The provisions of this article do not apply where an employee attends social engagements unless the employee has received prior authorization and is required to attend by the Employer.

14.02 General

(a) Subject to clause 14.01, an employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him:

(i) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions,
and

(ii) when the employee does not control the duration of the overtime work.

(b) Employees shall record starting time and finishing times of overtime work in a form determined by the Employer.

14.03 Overtime compensation on a scheduled workday

Subject to clause 14.02, an employee who is required by the Employer to work overtime on a scheduled workday shall be granted compensation at time and one-half (1 1/2) for each completed period of fifteen (15) minutes of overtime worked up to seven decimal five (7.5) consecutive hours of overtime and double (2) time for each completed period of fifteen (15) minutes thereafter.

14.04 Overtime compensation on a day of rest

(a) Subject to clause 14.02, an employee who is required by the Employer to report for duty and works on his days of rest shall be compensated for each completed period of fifteen (15) minutes of overtime worked by him on his days of rest;

(b) on the employee's first day of rest, at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) hours of overtime worked and at the double (2) time rate for each contiguous hour thereafter;

(c) on the employee's second or subsequent day of rest:

  (i) at the basis of double (2) time for each hour of overtime worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;

  (ii) notwithstanding paragraph (b) and subparagraph (c)(i) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first (1st) day worked.

14.05 Reporting pay

Subject to clause 14.02, an employee who is required by the Employer to report for duty and reports on a day of rest shall be paid the greater of:

(a) compensation for each completed period of fifteen (15) minutes worked at the applicable overtime rate of pay;
or

(b) compensation for a minimum period of three (3) hours at the applicable overtime rate of pay, except that this minimum shall apply only the first time that he reports for work during a period of eight (8) hours starting with his first reporting.

14.06 The Employer shall endeavour to pay cash overtime compensation by the eighth (8th) week after which it is claimed.

14.07 Compensatory leave

(a) Compensation earned under this article and the designated holiday article shall be compensated in cash or, upon mutual agreement between the employee and the Employer, in equivalent leave with pay.

(b) The Employer reserves the right to direct an employee to take leave accumulated under this article but in so doing shall endeavour to grant such leave at times he may request.

**

(c) Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's hourly rate of pay on September 30.

14.08 Transportation expenses

(a) When an employee is required to report for work and reports under the conditions described in clause 14.05, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

**

(i) the kilometric rate normally paid to an employee when authorized by the Employer to use his automobile when the employee travels by means of his own automobile,
or

(ii) out-of-pocket expenses for other means of commercial transportation.

(b) Except when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

14.09 Overtime meal allowance

**

(a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of twelve dollars ($12), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.

**

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of twelve dollars ($12), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

(c) Paragraphs 14.09(a) and (b) shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

Article 15: call-back pay

15.01 Exclusion

An employee who receives a call to duty or responds to a telephone or data line call at any time outside of his or her scheduled hours of work, may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

(a) compensation at the applicable overtime rate for any time worked,
or

(b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first (1st) time an employee performs work during an eight (8) hour period, starting when the employee first (1st) commences the work.

15.02

(a) If an employee is called back to work:

(i) on a designated paid holiday which is not her scheduled day of work,
or

(ii) on her day of rest,
or

(iii) after she has completed her work for the day and has left her place of work,

and returns to work, she shall be paid the greater of:

(iv) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay except that this compensation shall apply only the first (1st) time that she reports for work during a period of eight hours, starting with her first (1st) reporting; this compensation shall include any reporting pay pursuant to the reporting pay provisions of this agreement,
or

(v) compensation at the applicable rate of overtime compensation for each completed period of fifteen (15) minutes worked,

provided that the period worked by her is not contiguous to her normal hours of work.

(b) The minimum payment referred to in subparagraph (a)(iv) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 19.07.

15.03 Except when required by the Employer to use a vehicle of the Employer for transportation to work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to her residence shall not constitute time worked.

Article 16: standby

16.01 Exclusion

An employee who is on standby and receives a call to duty or is required to respond to telephone calls or data line calls, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees, and receive compensation for time worked in accordance with paragraph 16.05(b). In such instances, the employee shall not be entitled to compensation under subparagraph 16.05(a)(ii).

16.02 When the Employer requires an employee to be available on standby during off-duty hours an employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or portion thereof for which he has been designated as being on standby duty.

16.03 An employee designated for standby duty shall be available during his period of standby at a known telecommunications link number and be able, as specified by the Employer:

(a) to return for duty to a workplace designated by the Employer within a period of time specified by the Employer, if called;
or
(b) to respond to telephone calls or data line calls received from Employer authorized sources.

16.04 No standby payment shall be granted if an employee is unable to report for duty in accordance with paragraph 16.03(a) when required, or is not available to respond in accordance with paragraph 16.03(b).

16.05

(a) An employee on standby who is required to return for duty to a workplace designated by the Employer and so returns and reports for work, shall be paid, in addition to the standby pay, the greater of:

(i) the applicable overtime rate for each completed period of fifteen (15) minutes worked,
or
(ii) the minimum of three (3) hours' pay at the applicable overtime rate, except that this minimum shall apply only the first (1st) time he reports for work during a period of standby of eight (8) hours, starting with his first (1st) reporting. This compensation does not apply to part-time employees, who receive a minimum payment in accordance with clause 19.08.

(b) An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

(i) compensation at the applicable overtime rate for any time worked, or

(ii) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first (1st) time an employee performs work during an eight (8) hour period, starting when the employee first (1st) commences the work.

16.06 Except when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

Article 17: designated paid holidays

17.01 Exclusion

Clauses 17.05 and 17.06 do not apply where an employee attends social engagements unless the employee has received prior authorization and is required to attend by the Employer.

17.02 Subject to clause 17.03, the following days shall be designated paid holidays for employees:

(a) New Year's Day,
(b) Good Friday,
(c) Easter Monday,
(d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
(e) Canada Day,
(f) Labour Day,
(g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
(h) Remembrance Day,
(i) Christmas Day,
(j) Boxing Day,
(k) one (1) additional day when proclaimed by an act of Parliament as a national holiday, and
(l) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August.

17.03 Clause 17.02 does not apply to an employee who is absent without pay on both her normal working day immediately preceding and her normal working day immediately following the designated paid holiday.

17.04 Designated paid holiday falling on a day of rest

(a) When a day designated as a paid holiday under clause 17.02 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following the employee's day of rest.

(b) When two (2) days designated as holidays under clause 17.02 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) normal working days following the days of rest.

17.05 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 17.04:

(a) work performed by her on the day from which the holiday was moved shall be considered as work performed on a day of rest,
and

(b) work performed by her on the day to which the holiday was moved, shall be considered as work performed on a holiday.

17.06 Compensation for work on a designated paid holiday

(a) An employee who is required by the Employer to report for duty and works on a designated paid holiday shall receive, in addition to the pay that she would have received had she not worked on the holiday, compensation for each completed period of fifteen (15) minutes worked by her on the holiday at time and one-half (1 1/2) for up to seven decimal five (7.5) hours and double (2) for each completed period of fifteen (15) minutes thereafter.

(b) When an employee works on a designated paid holiday which is not her scheduled day of work, immediately following a day of rest on which she also worked and received overtime in accordance with paragraph 14.04(b), she shall receive in addition to the pay that she would have been granted had she not worked on the holiday, compensation for each completed period of fifteen (15) minutes worked at double time (2).

The compensation that the employee would have been granted had the employee not worked on a designated paid holiday is seven decimal five (7.5) hours remunerated at straight-time.

17.07 Reporting pay

When an employee is required to report for work and reports on a designated paid holiday, she shall be paid the greater of:

(a) compensation in accordance with the provisions of clause 17.06,
or

(b) compensation for a minimum period of three (3) hours at the applicable overtime rate of pay, except that this minimum shall apply only the first (1st) time that she reports for work during a period of eight (8) hours starting with her first (1st) reporting.

17.08 Work performed on a designated paid holiday may be compensated in the equivalent leave with pay in accordance with clause 14.07.

17.09 Designated paid holiday coinciding with a day of paid leave

Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of 17.04, the holiday shall not count as a day of leave.

Article 18: travelling time

18.01 Subject to clause 35.05, travel compensation will be paid for travel in connection with postings, courses, training sessions, professional conferences and seminars if the employee is required to attend by the Employer.

18.02 Where an employee is required by the Employer to travel outside of his headquarters area and on government business, as these expressions are normally defined by the Employer, and such travel is approved and the means of travel determined by the Employer, he is entitled to be paid only in accordance with clause 18.04 (Travelling time) shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

18.03 For purposes of clause 18.04, the travel time to be paid is as follows:

(a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at destination, except that for travel by aircraft the normal travel time by taxi to and from the airports will also be considered as travel time;
(b) for travel by privately owned automobile, the normal time as determined by the Employer to drive from the employee's place of residence or workplace directly to his destination and, upon his return, direct back to his residence or workplace;
(c) in the event that an alternate time of departure, itinerary and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

18.04 Subject to clause 18.01, if an employee is required to travel as set forth in clauses 18.02 and 18.03:

(a) on a normal working day on which the employee travels but does not work, he shall receive his regular pay for the day,
(b) on a normal working day on which the employee travels and works, he shall be paid:
    (i) his regular pay for the day for a combined period of travel and work not exceeding his regular scheduled working hours,
    and

(ii) at the applicable overtime rate for each completed period of fifteen (15) minutes travelled in excess of his regularly scheduled hours of work and travel, to a maximum payment of twelve (12) hours' pay at the straight-time hourly rate of pay,

(c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for each completed period of fifteen (15) minutes travelled to a maximum of twelve (12) hours' pay at the straight-time hourly rate of pay.

18.05 Subject to clause 18.01, if an employee is required to travel outside Canada or continental USA as set forth in clauses 18.02 and 18.03:

(a) on a normal working day on which the employee travels but does not work, he shall receive his regular pay for the day,

(b) on a normal working day on which the employee travels and works, he shall be paid:

(i) his regular pay for the day for a combined period of travel and work not exceeding his regular scheduled working hours,
and

(ii) at the applicable overtime rate for each completed period of fifteen (15) minutes travelled in excess of his regularly scheduled hours of work and travel, to a maximum payment of fifteen (15) hours' pay at the straight-time hourly rate of pay,

(c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for each completed period of fifteen (15) minutes travelled to a maximum of fifteen (15) hours' pay at the straight-time hourly rate of pay.

18.06 Compensatory leave

Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this article may be granted in compensatory leave with pay and subject to clause 14.07 (Compensatory leave).

18.07 Travel status leave

(a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.

(b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.

(c) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 14.07(b) and (c).

(d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

Article 19: part-time employees

19.01 Part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees unless otherwise specified in this agreement.

19.02 Part-time employees shall be paid at the hourly rate of pay for all work performed up to thirty-seven decimal five (37.5) hours per week.

19.03 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days and thirty-seven decimal five (37.5) hours.

19.04 Leave will only be provided during those periods in which employees are scheduled to perform their duties.

19.05 Designated holidays

A part-time employee shall not be paid for the designated holidays but shall instead be paid a premium of four decimal two five per cent (4.25%) for all straight-time hours worked during the period of part-time employment.

19.06 Notwithstanding clause 19.02, when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in article 17 she shall be paid at time and one-half (1 1/2) for each completed period of fifteen (15) minutes worked.

19.07 Call-back

When a part-time employee meets the requirements to receive call-back pay in accordance with clause 15.02 and is entitled to receive the minimum payment rather than pay for actual time worked, she shall be paid a minimum payment of four (4) hours' pay at the straight-time hourly rate of pay.

19.08 Reporting pay

Subject to clause 19.03, when a part-time employee meets the requirements to receive a minimum payment rather than actual time worked as reporting pay on a day of rest, in accordance with paragraph 14.05(b), or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby, in accordance with subparagraph 16.05(a)(ii), she shall be paid a minimum payment of four (4) hours' pay at the straight-time hourly rate of pay.

19.09 Vacation leave

A part-time employee shall earn vacation leave credits for each month in which she receives pay for at least twice (2) the number of hours in her normal workweek, at the rate for years of service established in clause 22.02, prorated and calculated as follows:

(a) when the entitlement is nine decimal three seven five (9.375) hours a month, zero decimal two five zero (0.250) multiplied by the number of hours in the employee's workweek per month;
(b) when the entitlement is twelve decimal five (12.5) hours a month, zero decimal three three three (0.333) multiplied by the number of hours in the employee's workweek per month;
(c) when the entitlement is thirteen decimal seven five (13.75) hours a month, zero decimal three six seven (0.367) multiplied by the number of hours in the employee's workweek per month;
(d) when the entitlement is fourteen decimal three seven five (14.375) hours a month, zero decimal three eight three (0.383) multiplied by the number of hours in the employee's workweek per month;
(e) when the entitlement is fifteen decimal six two five (15.625) hours a month, zero decimal four one seven (0.417) multiplied by the number of hours in the employee's workweek per month;
(f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, zero decimal four five zero (0.450) multiplied by the number of hours in the employee's workweek per month;
(g) when the entitlement is eighteen decimal seven five (18.75) hours a month, zero decimal five zero zero (0.500) multiplied by the number of hours in the employee's workweek per month.

19.10 Sick leave

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in her normal workweek for each calendar month in which she has received pay for at least twice (2) the number of hours in her normal workweek.

19.11 Vacation and sick leave administration

(a) For the purpose of administration of clauses 19.09 and 19.10, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average calculated on a monthly basis.
(b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

19.12 Severance pay

Notwithstanding the provisions of article 20 (severance pay), where the period of continuous employment in respect of which severance benefit is to be paid consists of both full-time and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in completed years shall be multiplied by the full-time weekly rate of pay for the classification prescribed in the employee's certificate of appointment of her substantive position on the date of the termination of her employment to produce the severance pay benefit.

19.13 Pay

A part-time employee shall be eligible to receive an in-range pay increase when she has worked a total of nineteen hundred and fifty (1,950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for her level is not exceeded. The in-range pay increase date shall be the first (1st) working day following completion of the hours specified in this clause.

Article 20: severance pay

20.01 When calculating entitlements under this article, the weekly rate of pay referred to in this article shall be the weekly rate of pay to which the employee is entitled for his classification.

20.02 Under the following circumstances and subject to clause 20.03 an employee shall receive severance entitlements calculated on the basis of his weekly rate of pay:

**

(a) On first lay-off, for the first complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

(b) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under (a) above.

(c) If an employee dies, there shall be paid to his estate, one (1) week's pay for each year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, regardless of any other entitlements payable.

(d) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity or when an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, pursuant to section 12(1)(d) or (e) of the Financial Administration Act, one (1) week of pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

(e) On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) week's pay and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

20.03 The period of continuous employment used in the calculation of severance entitlements payable to an employee under this article shall be reduced by any period of continuous employment in respect of which he was already granted any type of termination benefit by the public service, a federal Crown corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

**

For greater certainty, payments in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to clauses 20.05 to 20.08 of Appendix B or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 20.03.

**

20.04 Appointment to a separate agency

An employee who resigns to accept an appointment with an organization listed in Schedule V of the Financial Administration Act shall be paid any outstanding payment in lieu of severance if applicable under Appendix B.

**

20.05 For employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix B.

Part IV: leave

Article 21: leave general

21.01

(a) When an employee becomes subject to this agreement, her earned daily leave credits shall be converted into hours. When she ceases to be subject to this agreement, her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.

(b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.

(c) Notwithstanding the above, in clause 31.02 (Bereavement leave with pay), a "day" will mean a calendar day.

21.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this agreement is signed, or at the time when the employee becomes subject to this agreement, shall be retained by the employee.

21.03 Except as otherwise specified in this agreement, where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave.

21.04 In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

21.05 Leave credits will be earned on a basis of a day being equal to seven decimal five (7.5) hours.

21.06 When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day, except for bereavement leave with pay where a day is a calendar day.

21.07

(a) When an employee becomes subject to this agreement, the employee's earned daily leave credits shall be converted into hours on the basis of one day being equal to seven decimal five (7.5) hours.

(b) When an employee ceases to be subject to this agreement, the employee's earned hourly leave credits shall be converted into days on the basis of seven decimal five (7.5) hours being equal to one day.

Article 22: vacation leave

22.01 The vacation year shall be from April 1 to March 31 of the following calendar year, inclusive.

22.02 Accumulation of vacation leave

An employee who has earned at least seventy-five (75) hours' regular pay during any calendar month of a vacation year shall earn vacation leave credits at the following rates in respect of that month:

a) nine decimal three seven five (9.375) hours per month until the month in which the anniversary of his eighth (8th) year of service occurs;
b) twelve decimal five (12.5) hours per month commencing with the month in which his eighth (8th) anniversary of service occurs;
c) thirteen decimal seven five (13.75) hours commencing with the month in which his sixteenth (16th) anniversary of service occurs;
d) fourteen decimal three seven five (14.375) hours per month commencing with the month in which his seventeenth (17th) anniversary of service occurs;
e) fifteen decimal six two five (15.625) hours per month commencing with the month in which his eighteenth (18th) anniversary of service occurs;
f) sixteen decimal eight seven five (16.875) hours commencing with the month in which his twenty-seventh (27th) anniversary of service occurs;
g) eighteen decimal seven five (18.75) hours per month commencing with the month in which his twenty-eighth (28th) anniversary of service occurs.

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22.03

(a) For the purpose of clauses 22.02 and 22.15 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

(b) For the purpose of clause 22.03 only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force on Class B or C service, shall also be included in the calculation of vacation leave credits.

22.04 Entitlement to leave

An employee is entitled to vacation leave to the extent of his earned credits but an employee who has completed six (6) months of continuous employment is entitled to receive an advance of credits equivalent to the anticipated credits for the vacation year.

22.05 Scheduling of vacation leave

Vacation leave as far as possible will be scheduled at times acceptable to the employee. However, vacation periods shall be designated by the Employer in accordance with operational requirements.

22.06 Where, in respect of any period of vacation leave, an employee:

(a) is granted other leave with pay,
or
(b) is granted sick leave on the presentation of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

22.07 Carry-over of vacation leave

(a) Employees must normally take all their vacation leave during the vacation year in which it is earned.

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(b) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him, the unused portion of his vacation leave up to a maximum of three hundred (300) hours' credits shall be carried over into the following vacation year. All vacation leave credits in excess of three hundred (300) hours shall be automatically paid in cash at his hourly rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on the last day of the vacation year.

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(c) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits may be paid in cash at the employee's hourly rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31 of the previous vacation year.

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(d) Notwithstanding paragraph (b), if on the date an employee becomes subject to this agreement, he has more than three hundred (300) hours of unused vacation leave credits earned during previous years, a minimum of seventy-five (75) hours per year shall be granted, or paid in cash by August 31 of each year, until all vacation leave credits in excess of three hundred (300) hours have been liquidated. Payment shall be in one instalment per year, and shall be at his hourly rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31, of the applicable previous vacation year.

22.08 Recall from vacation leave

Where, during any period of vacation leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses that he incurs:

(a) in proceeding to his place of duty,
and
(b) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled,

after submitting such accounts as are normally required by the Employer.

22.09 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 22.08 to be reimbursed for reasonable expenses incurred by him.

22.10 Vacation leave when employment terminates

Where an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave to his credit by the hourly rate of pay applicable to him immediately prior to the termination of his employment.

22.11 Notwithstanding clause 22.10, an employee whose employment is terminated for cause pursuant to section 12(1)(d) or (e) of the Financial Administration Act by reason of abandonment of his position is entitled to receive the payment referred to in clause 22.10, if he requests it within a year less one (1) day following the date upon which his employment is terminated.

22.12 Cancellation or alteration of vacation leave

When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by him in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred.

22.13 Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

22.14

(a) Notwithstanding clause 22.10, an employee who resigns to accept an appointment with an organization as defined in Schedule V of the Financial Administration Act may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

(b) The Employer agrees to accept the unused vacation leave credits up to a maximum of two hundred and sixty-two decimal five (262.5) hours of an employee who resigns from an organization listed in Schedule V of the Financial Administration Act in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

22.15

(a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 22.03.

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(b) The vacation leave credits provided in paragraph 22.15(a) above shall be excluded from the application of clause 22.07 dealing with the carry-over and/or liquidation of vacation leave.

Article 23: sick leave with pay

23.01 Credits

An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which she receives pay for at least seventy-five (75) hours.

23.02 Granting of sick leave

An employee is eligible for sick leave with pay when she is unable to perform her duties because of illness or injury provided that:

(a) she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

(b) she has the necessary sick leave credits,
and

(c) unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 23.02(a).

23.03 An employee shall not be granted sick leave with pay during any period in which she is on leave without pay, or under suspension.

23.04 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that she was not granted sick leave with pay.

23.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 23.02 above, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

23.06 Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated by reason of lay-off and who was reappointed in the public service.

23.07 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to section 12(l)(e) of the Financial Administration Act at a date earlier than the date at which the employee will have utilized his accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which injury-on-duty leave has been granted pursuant to article 24.

23.08 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by her and approved by the Employer or reinstated for use at a later date.

Article 24: injury-on-duty leave with pay

24.01 An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been made pursuant to the Government Employees Compensation Act and a Worker's Compensation authority has notified the Employer that it has certified that employee is unable to work because of:

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct,
or
(b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

Article 25: maternity leave without pay

25.01 Maternity leave without pay

(a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

(i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
or

(ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

(c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(d) The Employer may require an employee to submit a medical certificate certifying pregnancy.

(e) An employee who has not commenced maternity leave without pay may elect to:

(i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

(ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in article 23 (sick leave with pay) for purposes of this subparagraph, the terms "illness" or "injury" used in article 23 (sick leave with pay) shall include medical disability related to pregnancy.

(f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

(g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

25.02 Maternity allowance

(a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (j), provided that she:

(i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,

(ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and

(iii) has signed an agreement with the Employer stating that:

(A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

(B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

(C) should she fail to return to work in accordance with section (A), or should he return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

$$\text{(allowance received)} \times \frac{\text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the Public Service Labour Relations Act or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

(b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not

be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

(c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

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(i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

(ii) for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between the gross weekly amount of the maternity benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in maternity benefits to which she would have been eligible if no extra monies had been earned during this period.
and

**

(iii) where an employee has received the full fifteen (15) weeks of maternity benefit under the Employment Insurance Act and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.

(d) At the employee's request, the payment referred to in subparagraph 25.02(c)(i), and up to four (4) weeks in subparagraph 25.02(c)(ii), will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance maternity benefits.

(e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Plan in Québec.

(f) The weekly rate of pay referred to in paragraph (c) shall be:

(i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,

(ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

(i) Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly. No adjustment to the maternity allowance will be made if it will result in a decrease in the maternity allowance.

(j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

25.03 Special maternity allowance for totally disabled employees

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 25.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents her from receiving Employment Insurance or Québec Parental Insurance maternity benefits,
and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 25.02(a), other than those specified in sections (A) and (B) of subparagraph 25.02(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

(b) An employee shall be paid an allowance under this clause and under clause 25.02 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

25.04 Transitional provisions

If, on the date of signature of the Memorandum of agreement modifying the provisions of this article, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this article. Any application must be received before the termination date of the leave period originally requested.

Article 26: parental leave without pay

26.01 Parental leave without pay

(a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

(b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

(c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.

(d) Notwithstanding paragraphs (a) and (b):

(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
or

(ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

(e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement of such leave.

(f) The Employer may:

(i) defer the commencement of parental leave without pay at the request of the employee;

(ii) grant the employee parental leave without pay with less than four (4) weeks' notice;

(iii) require an employee to submit a birth certificate or proof of adoption of the child.

(g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

26.02 Parental allowance

(a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (j), providing he or she:

(i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,

(ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer,
and

(iii) has signed an agreement with the Employer stating that:

(A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 25.02(a)(iii)(B), if applicable;

(C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

$$\text{(allowance received)} \times \frac{\text{(remaining period to be worked following his or her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired in any portion of the public service of Canada as specified in Schedules I and IV of the Financial Administration Act or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

(b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not

be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

(c) Parental allowance payments made in accordance with the SUB Plan will consist of the following:

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(i) where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

(ii) for each week in respect of which the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he/she is eligible to receive the difference between the gross weekly amount of the parental, adoption or paternity benefit he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;

(iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, at ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;

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(iv) where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Act and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of his or her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 25.02(c)(iii) for the same child.

(d) At the employee's request, the payment referred to in subparagraph 26.02(c)(i), and up to four (4) weeks in subparagraph 25.02(c)(ii), will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.

(e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the Parental Insurance Plan in Quebec.

(f) The weekly rate of pay referred to in paragraph (c) shall be:

(i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

(ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

(i) Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly. No adjustment to the maternity allowance will be made if it will result in a decrease in the maternity allowance.

(j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

(k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

26.03 Special parental allowance for totally disabled employees

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 26.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the Government Employees Compensation Act prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits,
and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 26.02(a), other than those specified in sections (A) and (B) of subparagraph 26.02(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

(b) An employee shall be paid an allowance under this clause and under clause 26.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified

from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

26.04 Transitional provisions

If, on the date of signature of the Memorandum of agreement modifying the provisions of this article, an employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this article. Any application must be received before the termination date of the leave period originally requested.

Article 27: leave without pay for the care of immediate family

27.01 Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

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27.02 For the purpose of this article, family is defined as spouse (or common law partner), children (including foster children or children of legal or common law partner), ward of the employee, parents (including stepparents or foster parents), brother, sister, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, the employee's grandparents or any relative permanently residing in the employee's household or with whom the employee permanently resides.

27.03 Subject to clause 27.02, an employee shall be granted leave without pay for the care of family in accordance with the following conditions:

(a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
(b) leave granted under this article shall be for a minimum period of three (3) weeks;
(c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
(d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;
(e) notwithstanding clause 27.02 and paragraph 27.03(b) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits;
(f) leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.

27.04 An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

Article 28: leave with pay for family related responsibilities

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28.01 For the purpose of this article, family is defined as spouse (or common-law partner), children (including children of legal or common-law partner), foster children, ward of the employee, parents (including stepparents or foster parents), parents of spouse or common-law partner, brother, sister, step-brother, step-sister, grandparents of the employee, grandchild, any relative permanently residing in the employee's household or with whom the employee permanently resides, or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

28.02 The total leave with pay which may be granted under this article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

28.03 Subject to clause 28.02, an employee shall be granted leave with pay under the following circumstances:

(a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
(b) to provide for the immediate and temporary care of a sick member of his family and to provide him with time to make alternative care arrangements where the illness is of a longer duration;
(c) to provide for the immediate and temporary care of an elderly member of his family;
(d) for needs directly related to the birth or to the adoption of his child, which may be divided into two (2) periods and granted on separate days.

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(e) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;

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(f) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

**

(g) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 28.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

28.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 28.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

Article 29: leave without pay for personal needs

29.01 Leave without pay will be granted for personal needs in the following manner:

(a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;

(b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;

(c) an employee is entitled to leave without pay for personal needs twice under each of paragraphs (a) and (b) of this clause during the employee's total period of employment in the public service. Leave can only be granted for a second time under each of (a) and (b) of this clause ten (10) years after the first leave was granted. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

Article 30: leave without pay for relocation of spouse

30.01 At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

Article 31: bereavement leave with pay

**

31.01 For the purpose of this article, immediate family is defined as father, mother, (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, grand-parent, father-in-law, mother-in-law, son-in-law, daughter-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides.

**

(a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period he shall be paid for those days which are not regularly scheduled days of rest for him. In addition, he may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

**

(b) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.

**

(c) When requested to be taken in two (2) periods,

(i) The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death,

(ii) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony,
and

(iii) The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

**

31.02 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law, and grandparents of spouse.

31.03 If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under clauses 31.01 or 31.02, he shall be granted bereavement leave with pay and his sick leave, vacation leave or compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

31.04 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of the department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 31.01 and 31.02.

Article 32: court leave with pay

32.01 The Employer shall grant leave with pay to an employee for the period of time she is required:

(a) to be available for jury selection;

(b) to serve on a jury;
or

(c) by subpoena or summons to attend as a witness in any proceeding, except one to which she is a party, held:

(i) in or under the authority of a court of justice or before a grand jury,

(ii) before a court, judge, justice, magistrate or coroner,

(iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of her position,

(iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel attendance of witnesses before it,
or

(v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Article 33: personnel selection leave with pay

33.01 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the public service, as specified in Schedules I and IV of the Financial Administration Act, he is entitled to leave with pay for the period during which his presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for him to travel to and from the place where his presence is so required.

Article 34: education leave

34.01 Subject to operational and budgetary constraints as determined by the Employer, an employee may be granted educational leave without pay for varying periods of up to one (1) year to attend a recognized institution for additional or special study in an academic discipline, or for a program of special study, directly related to the interests of the foreign service of Canada.

34.02 An employee on such educational leave without pay may receive an educational leave allowance in lieu of salary of up to one hundred per cent (100%) of her basic salary provided that, where she receives a grant, bursary or scholarship, the educational leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

34.03 Any allowance already being received by the employee and not part of her basic salary shall not be used in the calculation of the allowance for educational leave without pay.

34.04 Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of educational leave without pay and the employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

34.05 As a condition to the granting of educational leave without pay an employee shall, if required, give a written undertaking prior to commencement of leave to return to the service of the Employer for a period of not less than the period of the leave granted.

34.06 Should the employee fail for reasons within her control to complete the course or the program of special study or to resume her employment with the Employer following completion of the course, or cease to be employed, except by reason of death or lay-off, before termination of the period she has undertaken to serve after completion of educational leave, she shall repay the Employer the allowances paid to her during the educational leave, or such lesser sum as shall be determined by the Employer.

Article 35: attendance at conferences and conventions

35.01 An employee shall have the opportunity, subject to operational requirements and budgetary constraints as determined by the Employer, to attend a reasonable number of conferences or conventions related to his field of specialization in order to benefit from an exchange of knowledge and experience with his professional colleagues. The Employer may

grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings.

35.02 An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status.

35.03 An employee invited to participate in a conference or convention in an official capacity such as to present a formal address or to give a course related to his field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his payment of registration fees and reasonable travel expenses.

35.04 An employee shall not be entitled to any compensation under article 14 (overtime) in respect of hours he is in attendance at a conference or convention under the provisions of this article.

35.05 Compensation shall not be paid under article 18 (travel) in respect of hours travelling to or from a conference or convention under the provisions of this article, unless the employee is required to attend by the Employer.

Article 36: professional development

36.01 Because the parties to this agreement share a desire to improve the quality of the Career Foreign Service and to maintain and enhance the professional standards of Foreign Service Officers, employees may be given the opportunity on occasion:

(a) to participate in seminars, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
or

(b) to conduct research or to perform work related to their specialization in institutions or locations other than those of the Employer.

36.02 An employee may apply at any time for professional development under this article, and the Employer may select an employee at any time for professional development. When an employee is selected for professional development, the Employer will consult with her before determining the location and duration of the program of work or studies to be undertaken.

36.03 An employee selected for professional development will continue to receive her normal compensation including any increase for which she may become eligible. She shall not be entitled to any compensation under articles 14 (overtime) and 18 (travel) while on professional development under this article.

36.04 An employee on professional development under this article may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

Article 37: examination leave

37.01 Leave with pay to write examinations may be granted by the Employer to an employee who is not on educational leave. Such leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his qualifications.

Article 38: volunteer leave

**

Effective on April 1, 2019, article 38 is deleted from the collective agreement.

38.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

Article 39: leave with or without pay for other reasons

39.01 At its discretion, the Employer may grant

(a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty. Such leave shall not be unreasonably withheld;
(b) leave with or without pay for purposes other than those specified in this agreement.

**

39.02 Personal leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

Effective on April 1, 2019, the previous provision under article 38 is deleted and clause 39.02 is replaced by the following:

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single

period of up to fifteen (15) hours or four (4) periods of up to three decimal seven five (3.75) hours each of leave with pay for reasons of a personal nature

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

Part V: other terms and conditions of employment

Article 40: Foreign Service Directives and National Joint Council agreements

40.01 The terms and conditions of employment of an employee who is subject to the Foreign Service Directives are those contained in this agreement, unless they are less favourable to the employee than those contained in the Foreign Service Directives in which case the latter applies.

40.02 Agreements concluded by the National Joint Council of the public service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, and as amended from time to time, will form part of this agreement, subject to the Public Service Labour Relations Act (PSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any act specified section 113 of the PSLRA.

40.03 The NJC items which may be included in a collective agreement are those items which parties to the NJC agreement have designated as such or upon which the Chairman of the Public Service Labour Relations and Employment Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978, as amended from time to time.

40.04 Upon request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council agreements which form part of this collective agreement and which have a direct bearing on the requesting employee's terms and conditions of employment.

**

40.05 All directives, policies and regulations, which the Association has opted to take part in through provisions set out in the bylaws of the National Joint Council or memoranda of understanding, as amended from time to time, shall form part of this agreement. These directives, policies and regulations shall be accessible at http://www.njc-cnm.gc.ca.

**

40.06 Grievances in regard to the National Joint Council directives, policies and regulations shall be filed in accordance with clause 10.01 of the article on grievance procedure in this agreement.

Article 41: no discrimination

**

41.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity and expression, family status, marital status, mental or physical disability, conviction for which a pardon has been granted or membership or activity in the Association.

41.02

(a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
(b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

41.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

Article 42: sexual harassment

42.01 The Association and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.

42.02

(a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
(b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

42.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

Article 43: registration fees

43.01 The Employer shall reimburse an employee for his payment of membership or other fees to a professional organization or organizations when the payment of such fees is necessary to maintain a professional qualification required by the Employer for the performance of any duties and/or responsibilities assigned.

Article 44: job security

44.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.

Article 45: labour disputes

45.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another Employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

Part VI: pay and duration

Article 46: pay administration

46.01 Except as provided in this article, the existing terms and conditions governing the application of pay to employees, where applicable, are not affected by this agreement.

46.02 An employee is entitled to be paid, for services rendered, within the pay range specified in Appendix "A" for the level prescribed in his certificate of appointment issued by or under the authority of the Public Service Commission.

46.03 Pay ranges

(a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.

(b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this agreement, the following shall apply:

(i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;

(ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the group during the retroactive period;

(iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;

(iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Directive on Terms and Conditions of Employment, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;

(v) no payment or no notification shall be made pursuant to paragraph 46.03(b) for one dollar ($1) or less.

46.04 Acting pay

An employee who is required by the Employer to substantially perform and performs the duties of a position which is classified at a higher classification level on an acting basis for a period of three (3) consecutive working days shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period he acts.

When an acting assignment is in an Executive (EX) position, the employee is excluded from the application of article 14 (overtime) for the period where the employee is subject to the Performance Management Program for Executives. For greater certainty, an employee receiving payments provided under article 14 (overtime), shall not be subject to the Performance Management Program for Executives for the same time period.

When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

46.05 No additional payments

An employee receiving payments provided under article 14 (overtime), article 15 (call back), article 16 (standby), article 17 (designated paid holidays) shall not receive more than one compensation for the same service.

46.06 If, during the term of this agreement, a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Association the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

46.07 Statement of duties

Upon a written request, an employee shall be entitled to an official statement of the duties and responsibilities of the position to which the employee is assigned, including the position's classification level and where applicable, the point rating allotted by factor to the position, and an organization chart depicting the position's place in the organization.

46.08 Overpayment

Where an employee, through no fault of his or her own, has been overpaid, the appropriate pay office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars ($50), and where the employee advises his or her local management that the stated recovery action will create a hardship, arrangements will be made by the Employer with the appropriate pay office to limit recovery action to not more than ten per cent (10%) of the employee's pay each pay period until the entire amount is recovered.

Article 47: agreement re-opener

47.01 This agreement may be amended by mutual consent.

Article 48: term of agreement

**

48.01 The duration of this agreement shall be from the date it is signed to June 30, 2018.

48.02 Unless otherwise expressly stipulated, this agreement shall become effective on the date it is signed.

**

48.03 The Employer will make every reasonable effort to implement the provisions of this collective agreement within a period of one hundred and twenty (120) days from the date of signing.

Article 49: religious observance

49.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

49.02 Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave, leave without pay for other reasons in order to fulfill their religious obligations.

49.03 Notwithstanding clause 49.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

49.04 An employee who intends to request leave or time off under this article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

Article 50: medical appointment for pregnant employees

50.01 Up to three decimal seven five (3.75) hours with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

50.02 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

Article 51: maternity related reassignment or leave

51.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

51.02 An employee's request under clause 51.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

51.03 An employee who has made a request under clause 51.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions or reassigns her,
or
(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

51.04 Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

51.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

51.06 An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, except if there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

Signed at Ottawa, this 19th day of the month of June 2018.

The Treasury Board of Canada

Sandra Hassan
Daniel Cyr
Yves Beaupré
Claude Houde
Taitu Deguefe
Nicole Houle
Nicholas Gosselin
Ashley Russell

The Professional Association of Foreign Service Officers

Ron Cochrane
Pamela Isfeld
Randy Orr
Maxim Berdichevsky
John Gosal
Paul Raven
Eric Schallenberg
Debra Hulley

**Appendix "A"

Foreign Service Group
(in dollars)

Table Legend

$) Effective July 1, 2013
A) Effective July 1, 2014
B) Effective July 1, 2015
X) Effective July 1, 2016: restructure
Y) Effective July 1, 2016: restructure
C) Effective July 1, 2016
D) Effective July 1, 2017

FS-01 / FSDP: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4
$) July 1, 2013	61156	63603	66147	n/a
A) July 1, 2014	61920	64398	66974	n/a
B) July 1, 2015	62694	65203	67811	n/a
Y) July 1, 2016: restructure	n/a	65203	67811	70523
C) July 1, 2016	n/a	66018	68659	71405
D) July 1, 2017	n/a	66843	69517	72298

FS-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$) July 1, 2013	71888	75123	78504	82036	85728	89586
A) July 1, 2014	72787	76062	79485	83061	86800	90706
B) July 1, 2015	73697	77013	80479	84099	87885	91840
X) July 1, 2016: restructure	73697	77013	80479	84099	87885	91840
C) July 1, 2016	74618	77976	81485	85150	88984	92988
D) July 1, 2017	75551	78951	82504	86214	90096	94150

FS-02: annual rates of pay (in dollars) (cont'd)

Effective date	Step 7	Step 8
$) July 1, 2013	93617	98330
A) July 1, 2014	94787	99559
B) July 1, 2015	95972	100803
X) July 1, 2016: restructure	95972	102819
C) July 1, 2016	97172	104104
D) July 1, 2017	98387	105405

FS-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
$) July 1, 2013	86604	90067	93672	97418	101315	105367	109583
A) July 1, 2014	87687	91193	94843	98636	102581	106684	110953
B) July 1, 2015	88783	92333	96029	99869	103863	108018	112340
X) July 1, 2016: restructure	88783	92333	96029	99869	103863	108018	114587
C) July 1, 2016	89893	93487	97229	101117	105161	109368	116019
D) July 1, 2017	91017	94656	98444	102381	106476	110735	117469

FS-04: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) July 1, 2013	105367	109583	113966	118522	123856
A) July 1, 2014	106684	110953	115391	120004	125404
B) July 1, 2015	108018	112340	116833	121504	126972
X) July 1, 2016: restructure	108018	112340	116833	121504	129511
C) July 1, 2016	109368	113744	118293	123023	131130
D) July 1, 2017	110735	115166	119772	124561	132769

Pay notes

**

1. Pay adjustment administration

An employee being paid in the FS-01 level scale of rates, shall, on the relevant effective date in Appendix A, be paid in the A, B, C and D rate of pay shown immediately below the employee's former rate of pay.

An employee being paid in the FS-02 to FS-04 levels scale of rates, shall, on the relevant effective date in Appendix A, be paid in the A, B, X, C and D rate of pay shown immediately below the employee's former rate of pay.

**

2. Restructure

Effective July 1, 2016, an FS-01 employee at the lowest increment will be moved to the new lowest increment in the Y scale of rates, an FS-01 employee who has completed twelve (12) months in the program will be placed to the new second increment and an FS-01 employee who has completed twenty-four (24) months in the program will be placed at the new maximum increment.

3. Pay increments

(a) Effective August 1 of each year, a full-time employee shall receive an in-range pay increment provided they have received pay for at least six (6) full months in the previous twelve (12) months.

(b) Employees hired through a foreign service developmental program shall receive an in-range pay increase at month twelve (12) and twenty-four (24) of continuous service from date of entry into the program, provided they have met the competencies specified in the FSDP. Continuous service is reduced by any period of leave without pay in excess of three (3) months.

4. Foreign Service Development Program (FSDP)

Following the revision to the duration of the FSDP program, participants of the FSDP program who have successfully completed the thirty-six (36) months assessment of the program on July 1, 2005, will be deemed to have successfully completed the program.

5. Transitional measure

As a transitional measure, FSDP participants hired prior to January 1, 2003, upon successful completion of the FSDP program, will be promoted to the FS-02 level. The substantive FS-02 employee will be eligible for an individual merit assessment for promotion to the FS-03 level twelve (12) months after the employee has reached the maximum rate of pay in the FS-02 structure.

The provisions of the transitional measure cease to exist for employees who leave the FSDP program after April 7, 2005, even if they subsequently return to the program.

**Appendix "B"

Archived Provisions for the Elimination of Severance Pay for Voluntary Separation (Resignation and Retirement)

This appendix is to reflect the language agreed to by the Employer and the Professional Association of Foreign Service Officers for the elimination of severance pay for voluntary separation (resignation and retirement) on December 4, 2013. These historical provisions are being reproduced to reflect the agreed upon language in cases of deferred payment.

Article 20: severance pay

20.01 When calculating entitlements under this article, the weekly rate of pay referred to in this article shall be the weekly rate of pay to which the employee is entitled for his classification.

Effective on December 4, 2013, paragraphs 20.02(c) and (d) are deleted from the collective agreement.

20.02 Under the following circumstances and subject to clause 20.03 an employee shall receive severance entitlements calculated on the basis of his weekly rate of pay:

(a) On first lay-off, for the first complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

(b) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under (a) above.

(c) On resignation, subject to paragraph 20.02(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment with a maximum entitlement of thirteen (13) weeks.

(d) On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or when the employee is entitled to an immediate annual allowance, under the Public Service Superannuation Act, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), with a maximum benefit of thirty (30) weeks.

(e) If an employee dies, there shall be paid to his estate, one (1) week's pay for each year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, regardless of any other entitlements payable.

(f) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity or when an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, pursuant to section 12(1)(d) or (e) of the Financial Administration Act, one (1) week of pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

(g) On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) week's pay and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

20.03 The period of continuous employment used in the calculation of severance entitlements payable to an employee under this article shall be reduced by any period of continuous employment in respect of which he was already granted any type of termination benefit by the public service, a federal Crown corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

For greater certainty, payments made pursuant to clauses 20.05 to 20.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 20.03.

20.04 Appointment to a separate agency

An employee who resigns to accept an appointment with an organization listed in Schedule V of the Financial Administration Act shall be paid all severance payments resulting from the application of paragraph 20.02(c) (prior to December 4, 2013) or clauses 20.05 to 20.08 (commencing on December 4, 2013).

20.05 Severance termination

(a) Subject to clause 20.03 above, indeterminate employees on December 4, 2013 shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.

(b) Subject to clause 20.03 above, term employees on December 4, 2013 shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of payment

20.06 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

(a) as a single payment at the rate of pay of the employee's substantive position as of December 4, 2013,
or

(b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,
or

(c) as a combination of (a) and (b), pursuant to paragraph 20.07(c).

20.07 Selection of option

(a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.

(b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.

(c) The employee who opts for the option described in paragraph 20.06(c) must specify the number of complete weeks to be paid out pursuant to paragraph 20.06(a) and the remainder shall be paid out pursuant to paragraph 20.06(b).

(d) An employee who does not make a selection under paragraph 20.07(b) will be deemed to have chosen option paragraph 20.06(b).

20.08 Appointment from a different bargaining unit

This clause applies in a situation where an employee is appointed into a position in the FS bargaining unit from a position outside the FS bargaining unit where, at the date of appointment, provisions similar to those in paragraphs 20.02(c) and (d) are still in force, unless the appointment is only on an acting basis.

(a) Subject to clause 20.03 above, on the date an indeterminate employee becomes subject to this agreement after December 4, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

(b) Subject to clause 20.03 above, on the date a term employee becomes subject to this agreement after December 4, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

(c) An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in clause 20.06, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

(d) An employee who does not make a selection under paragraph 20.08(c) will be deemed to have chosen option paragraph 20.06(b).

**Appendix "C"

Memorandum of agreement on supporting employee wellness

This Memorandum of Agreement is to give effect to the understanding reached between the Employer and Professional Association of Foreign Service Officers (PAFSO) regarding issues of employee wellness.

The parties agree to establish a Task Force, comprised of a Steering Committee and a Technical Committee, with a long-term focus and commitment from senior leadership of the parties.

The Task Force will develop recommendations on measures to improve employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

The Steering Committee and Technical Committee will be established by January 31, 2017. The committees will be comprised of an equal number of Employer representatives and Union representatives. The Steering Committee is responsible for determining the composition of the Technical Committee. The Steering Committee shall be co-chaired by the President of the Alliance and a representative of the Employer.

The Steering Committee shall establish the terms of reference for the Technical Committee, approve a work plan for the Technical Committee, and timelines for interim reports from the Technical Committee.

All time spent by employees in support of the Technical Committee shall be deemed to be leave with pay for union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.

Dates may be extended by mutual agreement of the Steering Committee members. The Technical Committee's terms of reference may be amended from time to time by mutual consent of the Steering Committee members.

The Technical Committee will develop all agreements and documents needed to support the consideration of a wellness plan during the next round of collective bargaining. This work shall be completed by December 1, 2017. The Technical Committee shall provide interim recommendations for review by the Steering Committee on the following matters through a series of regular meetings:

- Income replacement parameters, the treatment of accumulated sick leave credits and consequential changes to existing leave provisions within the collective agreements;
- Eligibility conditions for a new wellness plan;
- Privacy considerations;
- Internal assessment as well as approval and denial processes;
- Case management and measures to ensure the successful return of employees to the workplace after a period of leave due to illness or injury;
- Joint governance of the wellness plan;

- Options for alternative medical treatments;
- Other measures that would support an integrated approach to the management of employee wellness for Federal Public Service employees, including but not limited to ways to reduce and eliminate threats to workplace wellness, including discrimination, harassment, workplace violence, bullying, and abuse of authority.

The Technical Committee shall respect the related work of the Mental Health Task Force and the Service Wide Occupational Health and Safety Committee in its deliberations.

The Technical Committee shall also review practices from other Canadian jurisdictions and employers that might be instructive for the Public Service, recognizing that not all workplaces are the same. The Service Wide Occupational Health and Safety Committee shall be consulted as required. Leading Canadian experts in the health and disability management field shall also be consulted.

Key Principles

A new wellness plan shall:

- Contribute to a healthy workforce, through a holistic consideration of physical and mental health issues.
- Include case management and timely return to work protocols, based on best practices.
- Investigate integration with other public service benefit plans.
- Address a wide range of medical conditions, work situations and personal circumstances facing employees, including chronic and episodic illnesses and travel time from northern and remote communities for diagnosis and treatment (subject to the NJC Directives, such the Isolated Post and Government Housing Directive) and wait times for medical clearances to return home.
- Be contained in the collective agreements. The final level of adjudication associated with the plan will be the Public Service Labour Relations and Employment Board (PSLREB).
- Be administered internally within the Federal Public Service, rather than by third-party service provider.
- Have common terms which will apply to all employees.
- Provide for full income replacement for periods covered by the plan.
- Ensure that new measures provide at least the same income support protection as that provided by earned sick leave banks in the current regime.
- Current sick leave banks would be grand-fathered/protected and their value appropriately recognized.

If an agreement is not reached within 18 months from the establishment of the Technical Committee, or should the parties reach impasse before then, the parties agree to jointly appoint a mediator within 30 days.

If the parties are unsuccessful in reaching an agreement, after mediation, the current terms and conditions of employment related to the sick leave regime for PAFSO members remain unchanged.

Both parties agree to recommend these proposals to their respective principals.

Signed at Ottawa, this 5th day of March 2018.